

# GENERAL RENTAL TERMS AND CONDITIONS — TAHITI EASY CAR

These General Rental Terms and Conditions (the “GRTC”) apply to all vehicle rental agreements entered into between **Tahiti Easy Car**, a vehicle rental company established in French Polynesia (the “Lessor”), and any individual or legal entity using its services (the “Renter”). Any reservation confirmation, execution of the rental agreement, collection of the vehicle, or use thereof shall constitute the Renter’s full and unconditional acceptance of these GRTC.

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## SECTION I — DEFINITIONS

For the purposes of this agreement, the following terms shall have the meanings set forth below :

### **Agency**

The Tahiti Easy Car service locations situated at Tahiti–Faa’ā International Airport and Punaauia, Taina shall constitute the exclusive and authorized locations for the pick-up and return of rental vehicles, unless otherwise expressly agreed in writing by the Lessor.

### **Renter**

The natural or legal person signing the rental agreement, responsible for the vehicle, all financial and legal obligations, and any additional drivers designated.

### **Authorized Driver**

Any person expressly listed in the rental agreement, meeting the age, license, and eligibility requirements, and authorized to drive the vehicle.

### **Vehicle**

The rented vehicle as described in the rental agreement, including mileage, model, equipment, accessories, and condition report.

### **Deductible (Excess)**

The maximum amount charged to or retained from the Renter in the event of damage to the vehicle, except as otherwise provided in these GRTC.

### **SCDW (Super Collision Damage Waiver)**

An optional excess-reduction coverage limiting the Renter’s financial liability in the event of material damage, subject to exclusions.

### **Out-of-Hours Return**

A return procedure carried out autonomously using a secured lockbox, with the vehicle remaining under the Renter’s responsibility until inspected by an agent.

### **Force Majeure**

Any external, unforeseeable, and unavoidable event as defined by French case law.

## SECTION II — GENERAL RENTAL CONDITIONS

### Article 1 — Rental Period, Extension, and Monthly Rentals

#### 1. Standard Rental

The rental is concluded for the period specified in the agreement. Any extension must be requested and approved before the scheduled return time, subject to availability.

In the absence of approval :

- All insurance coverage and guarantees shall immediately cease and be of no further force or effect
- Rental charges shall remain payable until such time as the vehicle has been duly and effectively returned to the Agency

#### 2. Monthly Rental (≥ 30 days)

Tahiti Easy Car offers a revised monthly rate for rentals of 30 days or more.

Specific rules apply:

- Full monthly payment is due in advance
- The monthly rate is preferential compared to standard daily rates
- Extensions are calculated on a pro rata basis using the monthly rate
- Early returns are non-refundable, regardless of days used

For monthly rentals, a mandatory technical inspection is required. The Lessor may temporarily immobilize the vehicle for necessary servicing. A replacement vehicle of an equivalent category may be provided subject to availability, otherwise, a different category may be supplied. The Lessor guarantees return of the original vehicle within 24 hours.

### Article 2 — Age, License, and Eligibility Requirements

#### 1. Age and Experience

- Minimum age : 23 years
- Minimum driving license validity : 3 years  
No “young driver” status applies

#### 2. Driving License

The Renter and any authorized driver must present an original, physical, valid driving license.

In the event that the driving licence is issued in a language or script not intelligible to the Lessor (including, without limitation, Cyrillic or Chinese), the presentation of a valid International Driving Permit (IDP) in addition to the original driving licence shall be mandatory.

Licenses written in Latin languages such as English or Spanish are accepted without translation.

→ The presentation of an International Driving Permit alone shall not be deemed sufficient, and the rental shall therefore be refused.

#### 3. Senior Drivers

- Local renters over 70 years : valid license + medical fitness certificate required
- Foreign renters : valid license only, no medical certificate required

## **Article 3 — Vehicle Collection**

The Renter acknowledges that the vehicle is delivered :

- In proper working and maintained condition
- With listed accessories
- Clean inside and out
- With fuel level in accordance with Lessor policy

Any anomaly must be reported before leaving the Agency. Failing this, the vehicle shall be deemed delivered in perfect condition.

## **Article 4 — Vehicle Use and Prohibitions**

The Renter agrees to use the vehicle in accordance with traffic laws and Lessor instructions.

Strictly prohibited:

- Off-road driving (beaches, unpaved roads, non-drivable areas)
- Water crossings or immersion (fresh or saltwater)
- Overloading or exceeding passenger capacity
- Transport of animals without prior authorization
- Unauthorized towing or pushing
- Participation in races or testing
- Driving under the influence of alcohol or drugs
- Leaving the key inside the vehicle

Any violation results in:

- Immediate loss of guarantees
- The Renter shall bear full financial responsibility for any and all damages to the vehicle
- Possible immobilization of the vehicle at the Renter's expense

## **Article 5 — Accessories and Equipment**

All accessories must be returned in good condition, including:

- Keys and remote controls
- Anti-theft devices
- Air fresheners
- EV charging cables and other provided accessories

Loss or damage will be charged according to the current price list.

## **Article 6 — Maintenance, Tires, and Repairs**

Normal wear is borne by the Lessor.

The Renter is responsible for :

- Punctures

- Torn or burst tires
- Bent rims
- Damage due to impact or misuse

### **Mandatory Procedure**

Any intervention must be :

- Reported to the Lessor BEFORE execution
- Carried out at an approved service center
- Accompanied by an original invoice upon return

Failure to comply may result in refusal of reimbursement or application of Lessor fees.

## **Article 7 — Fuel (Combustion Vehicles)**

Tahiti Easy Car applies a Full-to-Full policy.

The Renter must :

- Return the vehicle with a full tank
- Provide the fuel receipt at the Agency

The receipt must :

- Be dated the day of return
- Show a time within 1 hour prior to return
- Be legible and correspond to a full refuel

➡ If no compliant receipt is provided, the Lessor may charge **300 XPF per missing liter**.

## **Article 8 — Electric Vehicles (EVs)**

### **1. Battery Level**

- Vehicle is delivered at 100% of charge
- No recharge required at return
- Acceptable return charge:  $\geq 20\%$
- Charge  $< 10\%$ : **15,000 XPF fee** (battery damage risk)

### **2. EV Accessories**

The Renter shall bear full responsibility for the charging cables, and any loss, theft, or damage shall be charged to the Renter in accordance with the fee schedule annexed to this Agreement.

## **Article 9 — Vehicle Abandonment and Repatriation**

The vehicle must never be abandoned.

In case of abandonment or inability to return :

- Search, loss of use, and repatriation costs are charged to the Renter
- Rental charges continue until effective return to the Agency

## Article 10 — Out-of-Hours Pick-Up and Return

### 1. Out-of-Hours Pick-Up (Self-Service)

48 hours prior, Tahiti Easy Car sends :

- Pre-filled rental agreement
- Customer information form
- Terms and conditions
- Vehicle condition report
- Pick-up instructions

Documents must be completed, signed, and returned before rental starts. The lockbox code is provided on the day of pick-up.

The Renter is strongly advised to take photos/videos of the vehicle. For night pick-ups, a 12-hour daylight grace period is granted for documentation.

Failure to return signed documents may result in rental refusal.

### 2. Out-of-Hours Return

Keys must be placed in the secure device. The vehicle remains under the Renter's responsibility until inspected by Tahiti Easy Car agent.

## SECTION III — RATES, FEES, AND BILLING

Any additional billing may occur within **30 days** after vehicle return.

### Article 11 — Daily Rates and Late Returns

- Any started day is due
- Late returns billed hourly
- Over 3 hours → 1 additional rental day is due

### Article 12 — Additional Fees and Supplementary Charges

The following fees and supplementary charges may apply, in addition to the rental price, depending on the circumstances observed during or after the rental period. All fees are charged in accordance with the rate schedule in force on the date of the rental.

#### 1. Cancellation Fees

In the event of cancellation by the Renter :

A fee equivalent to **10% of the total booking amount** shall be retained by the Lessor, regardless of the reason for cancellation.

Every cancellation made in less than 24 hours prior the starting date and time will not be refundable.

## 2. Late Return Fees

If the vehicle is returned after the scheduled return time :

- Late returns are charged **per additional hour**, according to the applicable rate schedule.
- Any delay of **three (3) hours or more** automatically results in the billing of **one (1) additional full rental day**.

## 3. Early Return

If the vehicle is returned before the originally agreed end date :

- A **processing fee of 3,500 XPF** shall apply.
- The rental price will be recalculated based on the **actual number of rental days used**
- As rental rates are **progressively discounted**, the recalculation may result in a **higher daily rate**, and the Renter may be required to pay a price adjustment
- For **monthly rentals (30 days or more)**, the monthly rate is **strictly non-refundable**, regardless of the number of days actually used

## 4. Vehicle Abandonment (Tahiti or Moorea)

In the event of abandonment of the vehicle on the island of Tahiti or Moorea :

- Fees will be applied in accordance with the **abandonment rate schedule**
- These fees may include, but are not limited to, recovery, towing, transport, administrative handling, and loss-of-use costs

## 5. Optional Services

The following optional services are subject to additional charges :

- Baby seat, child seat, booster seat
- Additional authorized driver(s)

Pricing :

- **1,500 XPF per day**, per option
- Or a **flat rate of 5,500 XPF** from the **14th rental day onward**

## 6. Vehicle Restoration and Repairs

The following damages may result in repair charges, according to the applicable rate schedule :

- Broken or missing antenna
- Cracked or broken headlight
- Damaged indicator light
- Cracked, impacted, or broken windshield
- Broken rear window
- Incorrect fuel usage (fuel error)

These charges include parts, labor, immobilization time, and administrative processing.

## **7. Replacement of Items and Cleaning Fees**

Additional charges may apply for the replacement or restoration of the following items or services :

- Windshield wipers
- Vehicle keys
- Hubcaps
- Air fresheners
- Key rings
- Floor mats
- Intensive interior or exterior cleaning
- Removal of strong odors (including but not limited to tobacco smoke or vomit)

## **8. Accident / Damage File Handling Fee**

An accident or damage file handling fee of **3,500 XPF (flat rate)** shall be charged whenever any damage or incident is recorded on the rented vehicle, regardless of :

- Whether the Renter subscribed to the SCDW option or not
- Whether the Renter is responsible for the damage or not

## **9. Other Additional Charges**

Other fees may apply, including but not limited to :

- Towing services (responsibility determined prior to billing)
- On-site intervention by a **Tahiti Easy Car** agent
- Battery replacement due to negligence
- Traffic violation processing fees
- Accident or claim administration fees
- Loss of EV charging cable

## **Article 13 — Fines**

All fines must be settled upon return. Administrative fees apply.

# **SECTION IV — INSURANCE AND COVERAGE**

## **Article 14 — Third-Party Liability Insurance**

Included automatically. Does not cover :

- Damage to rented vehicle
- Intentional damage
- Prohibited use
- Unauthorized driving
- Alcohol/drug use
- Personal belongings
- EV battery damage due to negligence

## **Article 15 — Vehicle Damage and Excess**

In the event of any damage, the Renter shall remain liable only up to the amount of the contractual deductible, except where such liability is expressly excluded pursuant to Article 14.

## **Article 16 — SCDW ( Super Collision Damage Waiver) Option**

Reduces excess for accidental damage, excluding :

- Accessories, keys, EV cables
- Undercarriage (Vehicle Underbody)
- Tires
- Fuel errors
- Battery damage
- Off-road use
- Negligence

Any contract breach voids SCDW.

The Lessor reserves the right to charge the deductible, together with any associated fees, within a period not exceeding thirty (30) days following the return of the vehicle.

## **Article 17 — Undercarriage (Vehicle Underbody) — SCDW Exclusion**

### **1. Definition**

For the purposes of these General Terms and Conditions, the **undercarriage (vehicle underbody)** includes all mechanical, electrical, and structural components located beneath the vehicle, including but not limited to :

- Engine undertray, splash guards, and protective plates
- Oil pan, gearbox casing, differential housing
- Exhaust system, catalytic converter, silencers
- Fuel tanks, fuel lines, and associated components
- Cooling pipes, hoses, and mechanical connections
- Battery casing, protection plates, and high-voltage components (for electric vehicles)
- Any structural or load-bearing element located under the chassis

### **2. Express Exclusion from the SCDW (Article 16)**

**Notwithstanding the provisions of Article 16 — SCDW (Super Collision Damage Waiver), any damage affecting the undercarriage of the vehicle is expressly and systematically excluded from SCDW coverage.**

Accordingly, the **SCDW shall not apply**, reduce, limit, or mitigate the Renter's financial liability for undercarriage damage, **regardless of the cause, circumstances, or nature of the damage**.

### **3. Causes of Undercarriage Damage (Non-Exhaustive)**

Undercarriage damage may result from, but is not limited to:

- Contact with curbs, sidewalks, speed bumps, ferry ramps, stones, debris, or road obstacles
- Driving on uneven, degraded, flooded, unpaved, or unsuitable roads
- Off-road driving, beach driving, or entry into restricted or non-carrossable areas
- Improper maneuvering, misjudgment of vehicle clearance, or failure to adapt speed

## 4. Inspection, Detection, and Proof

The Renter expressly acknowledges that:

- The undercarriage is **not systematically visible** during standard vehicle inspections at pick-up or return
- Damage may only be detected during lifting, mechanical inspection, servicing, or maintenance

If undercarriage damage is identified **after the return of the vehicle**:

- Such damage shall be presumed to have occurred during the rental period, unless the Renter proves otherwise
- The Lessor may rely on photographic evidence, mechanical reports, diagnostic data, or professional assessments to establish the damage

## 5. Financial Consequences

In the event of undercarriage damage:

- The Renter shall be liable for the **full cost of repairs**, including parts, labor, towing, immobilization, and administrative fees
- The **contractual excess (deductible) shall apply in full**, without limitation or reduction
- The SCDW subscribed to by the Renter shall **have no effect whatsoever** on the amount charged

## 6. Renter's Preventive Obligations

The Renter undertakes to :

- Exercise particular caution when driving over speed bumps, ramps, curbs, or uneven surfaces
- Avoid any road, surface, or maneuver likely to damage the undercarriage
- Immediately inform the Lessor of any impact, shock, warning light, or abnormal noise affecting the undercarriage

Failure to comply with these obligations may result in additional charges and the loss of contractual guarantees as provided in Article16.

# SECTION V — GPS TRACKING SYSTEMS

## 1. Presence of a Tracking Device

Certain vehicles in the Tahiti Easy Car fleet are equipped with a GPS tracking system capable of transmitting data regarding the vehicle's location, movements, trips, speed, and general use (hereinafter, the "Device"). The possible presence of such a Device does not in any way affect the normal conditions of vehicle use.

## 2. Purposes of the Device

The Device may be used by the Lessor exclusively for the following purposes :

- To ensure the security of the vehicle and prevent theft
- To locate the vehicle in the event of non-return, abandonment, accident, or emergency
- To verify compliance with contractual conditions of use (including, without limitation, off-road driving, immersion, entry into restricted areas, etc.)
- To facilitate assistance, repair, or vehicle repatriation when necessary

- To prevent abusive, fraudulent, or hazardous use

### **3. Legal Basis and Data Privacy**

The collection and use of data from the Device are carried out in compliance with :

- Regulation (EU) 2016/679 (GDPR)
- The French Data Protection Act (“Loi Informatique et Libertés”)
- Applicable rules regarding the protection of personal data

Data are accessible only to authorized personnel within the Lessor or its technical service providers, strictly for the purposes outlined above.

### **4. Data Retention Period**

Location data shall be retained only for the period strictly necessary to achieve the purposes described above and shall then be deleted or anonymized in accordance with applicable law, no later than thirty (30) days after collection.

### **5. Renter Notification**

By accepting these General Rental Terms and Conditions, the Renter expressly acknowledges having been informed of the potential presence of a GPS Device in the vehicle and of its associated purposes.

### **6. Unauthorized or Non-Compliant Use**

In the event of vehicle use in violation of contractual obligations, data collected from the Device may be used to establish the facts, determine liability, or justify charges as provided under the rental agreement.

## **SECTION VI — PERSONAL DATA PROTECTION (GDPR)**

Data is processed in accordance with GDPR, French Data Protection Law, and CNIL recommendations.

#### **Contact:**

 minli.siu@tahitieasycar.com

## **SECTION VII — JURISDICTION**

Any dispute shall fall under the jurisdiction of the competent courts of **French Polynesia**.

## **FINAL CLAUSE**

Vehicle collection constitutes full acceptance of these General Terms and Conditions.

## SCHEDULE OF ADDITIONAL FEES

MISCELLANEOUS FEES			REPAIR & RESTORATION FEES			OVERTIME CHARGES		
DESIGNATION	PRICE	COMMENTS	DESIGNATION	PRICE	COMMENTS	CATEGORIES	PRICE	COMMENTS
Cancellation Fee	10%	Calculated on the total reservation amount	Missing or Broken Radio Antenna	15 000 XPF	Flat fee, subject to reimbursement	Renault Kwid Manual	2 600 XPF	Per additional hour --> maximum 3 hours
Late Return	Extra Hour or Extra Day	More than 3 hours = 1 additional rental day	Broken or Scratched Headlight	55 000 XPF	Flat fee, subject to reimbursement	MG3 Manual	2 900 XPF	Per additional hour --> maximum 3 hours
Early Return Fee	3 500 XPF	As per our conditions	Damaged or Broken Turn Signal	55 000 XPF	Flat fee, subject to reimbursement	Changan CS15 or similar, Manual	4 600 XPF	Per additional hour --> maximum 3 hours
Fuel Refill (Petrol/Diesel)	300 XPF / L	Including refueling service	Cracked or Impacted Windshield	80 000 XPF	Flat fee, subject to reimbursement	MG ZS Manual	4 600 XPF	Per additional hour --> maximum 3 hours
Vehicle Abandonment on Tahiti	5 000 XPF - 15 000 XPF	Depending of the area	Cracked or Impacted Rear Window	80 000 XPF	Flat fee, subject to reimbursement	BYD Seagull 100% Electric	2 600 XPF	Per additional hour --> maximum 3 hours
Vehicle Abandonment on Moorea	30 000 XPF	Including service fees	Misfueling (Wrong Fuel)	300 000 XPF	Flat fee, subject to reimbursement (see conditions)	Geely Geometry O 100% Electric	2 600 XPF	Per additional hour --> maximum 3 hours
Baby Seat	1500 XPF / DAY	Flat rate from the 14th day onward = 5 500 XPF	REPLACEMENT OF VEHICLE PARTS			MG3 ou Changan Alsvin Automatic	4 300 XPF	Per additional hour --> maximum 3 hours
			DESIGNATION	PRICE	COMMENTS			
Child Seat	1500 XPF / DAY	Flat rate from the 14th day onward = 5 500 XPF	Windshield Wiper	6 000 XPF	FLAT FEE	MG3 Hybride Automatic	4 600 XPF	Per additional hour --> maximum 3 hours
Booster Seat	1500 XPF / DAY	Flat rate from the 14th day onward = 5 500 XPF	License Plate (Damaged or Missing)	10 000 XPF	FLAT FEE	Changan CS15 or similar, Automatic	4 900 XPF	Per additional hour --> maximum 3 hours
Additional Driver	1500 XPF / DAY	Flat rate from the 14th day onward = 5 500 XPF	Car Air Freshener	1 000 XPF	FLAT FEE	MG ZS Automatic	4 900 XPF	Per additional hour --> maximum 3 hours
OTHER FEES			Key Ring	500 XPF	FLAT FEE	MG5 Automatic	6 600 XPF	Per additional hour --> maximum 3 hours
DESIGNATION	PRICE	COMMENTS	Floor Mat (Damaged or Missing)	15 000 XPF	FLAT FEE	7-seater Dacia Jogger Manual	4 900 XPF	Per additional hour --> maximum 3 hours
Towing Service	20 000 XPF	Operated by an external towing company or by a Tahiti Easy Car agent (Responsibility to be determined prior to billing)	Smoke Smell (Cigarette, Cigar etc) Vomit or Unpleasant Odor	10 000 XPF	FLAT FEE	7-seater Geely Okavango Automatic	4 900 XPF	Per additional hour --> maximum 3 hours
Roadside Assistance	5 000 - 15 000 XPF	Operated by a Tahiti Easy Car agent (Responsibility to be determined prior to billing)	Car Key	70 000 XPF	Flat fee, subject to reimbursement (see conditions)	9-seater Ford Transit Manual	7 300 XPF	Per additional hour --> maximum 3 hours
Battery Replacement	30 000 XPF	Applied in case of negligence	Cleaning Fee	5 500 - 15 000 XPF	Depending On Vehicle Conditions	Cargo Van Mercedes Sprinter 8m3	7 300 XPF	Per additional hour --> maximum 3 hours
Electric Charger (Missing or Damaged)	60 000 XPF	Price of a new charger						